

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF	PAGES
				1	34
2. AMENDMENT/MODIFICATION NO 003		3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO: N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. Department of Energy EMCBC, Office of Contracting 250 East 5 th Street Cincinnati, OH 45202		CODE	7. ADMINISTERED BY (if other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. DE-RP30-08CC60025		
		X	9B. DATED (SEE ITEM 11) 9/26/08		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
CODE	FACILITY CODE		10B. DATED (SEE ITEM 13)		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing Office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See the following pages.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Barry M. Page, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer) <i>Barry M. Page</i>	<i>1-9-09</i>

The purposes of this amendment are as follows:

1. Clause B.1, SERVICES BEING ACQUIRED, is revised to read as follows (with revised text in italics):

B.1 SERVICES BEING ACQUIRED

This is a cost-plus-award-fee type contract for protective force security services at the Savannah River Site (SRS) near Aiken, South Carolina. The Contractor shall provide, train and maintain an armed and uniformed protective force for the physical protection of DOE security interests and other such related duties as described in Section C, Statement of Work, or as may be otherwise directed by the Contracting Officer, for DOE facilities at the SRS.

2. The following clause is incorporated into Section B of the Request for Proposals:

**B.6 DEAR 952.223-76 CONDITIONAL PAYMENT OF FEE OR PROFIT—
SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED
INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH
(JAN 2004)**

(a) General.

(1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the contractor's compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) and relating to the protection of worker safety and health, including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."

(2) In addition to other remedies available to the Federal Government, if the contractor fails to comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information or relating to the protection of worker safety and health, the contracting officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the contractor will be determined by the severity of the contractor's failure to comply with contract terms and conditions relating to the safeguarding of Restricted data or other classified information or relating to worker safety and health pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

(b) Reduction Amount.

(1) If in any period (see 48 CFR 952.223-76 (b)(2)) it is found that the contractor has failed to comply with contract terms and conditions relating to the

safeguarding of Restricted Data or other classified information or relating to the protection of worker safety and health, the contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The contracting officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 904.402(c) and 48 CFR 923.7001(b)). The mitigating factors include, but are not limited to, the following (((v), (vi), (vii), and (viii) apply to WS&H only):

- (i) Degree of control the contractor had over the event or incident.
- (ii) Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.
- (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
- (iv) General status (trend and absolute performance) of: safeguarding Restricted Data and other classified information and compliance in related security areas; or of protecting WS&H and compliance in related areas.
- (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial WS&H standards are routinely practiced (e.g., Voluntary Protection Program Star Status).
- (vi) Event caused by "Good Samaritan" act by the contractor (e.g., offsite emergency response).
- (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain WS&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, WS&H programs).
- (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in WS&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(2)(i) Except in the case of performance-based, firm-fixed-price contracts (see paragraph (b)(3) of this clause), the contracting officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of [insert 6 or 12] months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

(ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed

the amount of fee or profit that is earned by the contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

(3) For performance-based firm-fixed-price contracts, the contracting officer will at the time of contract award include negative monetary incentives in the contract for contractor violations relating to the safeguarding of Restricted Data and other classified information and relating to protection of worker safety and health.

(c) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failures relating to the contractor's obligations under this contract for safeguarding of Restricted Data and other classified information are as follows:

(1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other classified information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized

disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (c)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the contractor's Safeguards and Security Plan or other security plan, as applicable.

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

(d) Protection of Worker Safety and Health. Performance failures occur if the contractor does not comply with the contract's WS&H terms and conditions, which may be included in the DOE approved contractor Integrated Safety Management System (ISMS). The degrees of performance failure under which reductions of fee or profit will be determined are:

(1) First Degree: Performance failures that are most adverse to WS&H or could threaten the successful completion of a program or project. For contracts including ISMS requirements, failure to develop and obtain required DOE approval of WS&H aspects of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the WS&H aspects of the contractor's ISMS. The following performance failures or performance failures of similar import will be deemed first degree:

(i) Type A accident (defined in DOE Order 225.1A).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A).

(ii) Non-compliance with approved WS&H aspects of an ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in potential breakdown of the contractor's WS&H system. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliance documented through external (e.g., Federal) oversight and/or reported per DOE Order 232.1A requirements, or internal oversight of DOE O 440.1A requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant WS&H system breakdown.

(iii) Non-compliances that either have, or may have, significant negative impacts to workers that indicate a significant WS&H system breakdown.

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

3. Section C.2, SAVANNAH RIVER SITE DESCRIPTION, is revised to read as follows (with revised text in *italics*):

C.2 SAVANNAH RIVER SITE DESCRIPTION

The SRS complex covers 310 square miles encompassing parts of Allendale, Aiken, and Barnwell counties in South Carolina, bordering the Savannah River. *The general site includes all developed and non-developed areas of the site to include forests and natural areas, lakes, ponds, streams, and a portion of the Savannah River swamp system.* The site is government owned and contractor operated and maintained, *and all facilities and areas within the boundaries of the SRS have to be protected to varying degrees.* Some of the major areas and facilities that will have to be protected at the SRS include the following:

- General Site - including perimeter barricades controlling personnel and vehicular access/egress, vendor/visitor escort requirements, electric and water distribution facilities, and designated interests outside of specifically-fenced areas
- Savannah River National Laboratory and Technical Area - controlling personnel and vehicle access/egress
- 700 Area Administrative Area controlling personnel and vehicle access/egress, including security records vault and processing area
- 700 Technical Area
- 700 Shops and Warehouse Area
- 700 Support Area
- B Area Administrative Facilities
- 300 M Area
- 200 F/H High Level Waste
- 772-F Laboratory
- E Area Low Level Waste Facilities
- 200 F Chemical Separations Area
- 200 H Chemical Separations Area
- 200 L Storage Area
- Consolidated Tritium Facilities
- 200 S Defense Waste Processing Facility
- 100 C Reactor
- 100 K Material Storage
- 100 L *Spent Fuel Storage*
- 100 P Reactor
- 100 R Reactor
- 400 D Area and Boat Docks
- Construction Central Shops Area
- Mixed Oxide Fuel Fabrication Facilities (MFFF) – *future facility*
- Pit Disassembly and Conversion Facility – *future facility*
- Waste Solidification *Building* – *future facility*
- Z Area Salt Waste Processing
- Various Support Facilities
- Hydrogen Technology Research Center
- University of Georgia Conference Center

- Other designated temporary facilities at the SRS, the Central Savannah River Area, or at other DOE facilities and locations which may require temporary protection
- Future permanent sites and areas that may require protection as directed by the Contracting Officer

4. The term “unarmed” is removed from the third paragraph in Section C.3, SCOPE, which refers to prescribed personnel which are all armed. However, as indicated in the Government’s answer to Question #18 posted on December 8, 2008, Offerors have the flexibility to propose unarmed personnel to satisfy Protective Force requirements in the non-prescribed positions in accordance with applicable DOE security directives. As such, the third paragraph now reads as follows (with strikethroughs of deleted language):

The contractor shall provide minimum staffing requirements after award in accordance with the SR Site Safeguards and Security Plan (SSSP) protection strategy based on the DOE Design Basis Threat (DBT). The Contractor shall continuously staff the minimum posts which will be specified by DOE with competently-trained, fully qualified, uniformed, armed, ~~and unarmed~~, and well-disciplined personnel to perform the services required. Further, the Contractor shall maintain the capability to provide trained and fully-qualified personnel to meet staffing levels during emergency periods.

5. The title of Section C.5 is changed from “TECHNICAL REQUIREMENTS” to “SCOPE OF WORK”.

6. The first paragraph of Section C.5.2.1, Special Response Team (SRT), is revised to read as follows (with revised text in italics):

The Contractor shall maintain a Special Response Team (SRT) available at all times capable of resolving incidents that require force options that exceed the capabilities of Security Police Officer (SPO)-I and -II personnel and/or existing physical security systems. This cadre *shall* be staffed with qualified and certified SPO-III personnel deployed as one or more dedicated teams with specialized weapons and equipment, operating from mobile tactical vehicles, as ground *and aerial* assault forces or a combination of both. The Contractor’s SRT *shall* comply with the requirements of DOE M 470.4-3.

7. Section C.5.2.2, Explosive Response, is revised to read as follows (with revised text in italics):

C.5.2.2 Explosive Response

The Contractor shall maintain the capability to effectively respond to bomb or explosive incidents on site and off-site with DOE approval in accordance with DOE M 440.1-1A, DOE M 470.4-1, and DOE M 470.4-2 and to coordinate the removal or disposal of unexploded or suspect ordnance. These capabilities *shall* include coordinating with the canine explosive detection section and having on staff a full-time Explosive Ordnance Disposal Technician that meets the

qualifications cited in DOE M 440.1-1A. Qualified Contractor personnel *shall* establish and maintain appropriate isolation zones around any suspect devices or unexploded ordnance until cleared by a DOE approved Explosive Ordnance Disposal Unit, or by DOE and Contractor management decision. The Contractor shall maintain and control the SRS Explosive Site Plan for the DOE Authority who Has Jurisdiction (“AHJ”).

8. Section C.5.2.3, Chemical/Biological Response Team (CBRT), is revised to read as follows (with revised text in italics):

C.5.2.3 Chemical/Biological Response Team (CBRT)

The Contractor shall provide equipped, trained and qualified personnel who are responsible for determining conclusively that a chemical/biological attack has occurred, alerting other protective force members and personnel to the attack, and responding to the attackers in a *contaminated* environment. The CBRT will comply with DOE M 470.4-2, and *shall* also be capable of decontamination processing of its own personnel and personal equipment with assistance from the SRS Fire Department. The CBRT *shall* also be able to instruct its own personnel and other emergency responders on chemical/biological threats.

9. The first paragraph of Section C.5.2.5, Canine Operations, is revised to read as follows (with revised text in italics):

The Contractor shall be responsible for canine handler operations consisting of contractor handlers and DOE-supplied canines, which are trained and qualified in *explosives* detection and narcotics detection consistent with the a Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) standard, Odor Recognition Proficiency Test (ORPT) and criminal apprehension, to the standards set by the United States Police Canine Association (USPCA). Each canine shall be assigned to at least one (1) SPO handler. Canines shall be kenneled and cared for by the Contractor on the site to the standards required by the Department of Defense for military police dogs. The Contractor shall ensure that all assigned canine teams are certified annually by the USPCA and pass annual Odor Recognition Proficiency Tests.

10. Section C.5.3.1, Planning and Development, is revised to read as follows (with revised text in italics):

C.5.3.1 Planning and Development

The Contractor *shall ensure* that *Protective Force* members are competent to perform the tasks within their assigned responsibilities under both normal and emergency conditions and adequately *support* the Government’s current and projected staffing needs. Qualification requirements *shall* be supported by a formal training program that develops and maintains the Knowledge, Skills and

Abilities (KSAs) required to perform assigned tasks. The qualification and training programs *shall* be based on criteria established by the DOE National Training Center (NTC) as outlined in DOE M 470.4-1, DOE M 470.4-3, and 10 CFR Part 1046. Training criteria *shall* also incorporate site-specific requirements.

The Contractor shall prepare annually (at least every 12 months) a Job Analysis (JA) detailing the required actions or functions for each specific job assignment. The JA *shall* be used as a basic input document for training requirements, approved by the SRS cognizant security authority, and reviewed and updated annually.

Additionally, the Contractor shall:

- Coordinate and administer Veterans Administration On-The-Job Training Program through the South Carolina Department of Education.
- Program, utilize, and maintain an extensive inventory of Engagement Simulation Systems (ESS) to conduct realistic training and exercises of the protective force.
- Maintain a comprehensive audiovisual program to ensure all training aids, graphic materials, and equipment for classroom presentations support all training activities.
- Serve as Savannah River Site point of contact for all DOE National Training Center approved Professional Education Programs (PEP) courses. Coordinate all DOE site certified and mobile training team courses conducted at Savannah River Site.
- Conduct and maintain a robust Red Cross first responder training program to ensure all designated personnel are certified. Ensure all instructors maintain first aid and CPR certifications.
- Plan, conduct, and evaluate all law enforcement training for the site. Ensure all sworn officers meet and maintain their South Carolina Class 1 Law Enforcement Certification.
- *Maintain an effective training and qualification program for first responders to safeguards and security events on the SRS.*
- *Schedule, document, track, and maintain training records on all protective force members. This includes weapons and physical fitness qualifications, protective force leader training, radiation worker training, law enforcement Class 1 officer qualifications, and all annual training. (Language moved*

from original Section C.5.3.4, Training Program Accreditation and Certification)

- *Conduct annual staff training to ensure all personnel maintain their technical competence and enhance their professional development. (Language moved from Section C.5.3.4, Training Program Accreditation and Certification)*
- *Prepare (at least every 12 months) an Annual Training Plan.*
- *Submit a Training Approval Program (TAP) as required by the DOE National Training Center.*

11. Section C.5.3.4, Training Program Accreditation and Certification, is revised to read as follows (with revised text in italics and strikethroughs of deleted language):

C.5.3.4 Training Program Accreditation and Certification

The Contractor shall:

- ~~Schedule, document, track, and maintain training records on all protective force members. This includes weapons and physical fitness qualifications, protective force leader training, radiation worker training, law enforcement Class 1 officer qualifications, and all annual training. (Language moved to revised Section C.5.3.1, Planning and Development)~~
- ~~Conduct annual staff training to ensure all personnel maintain their technical competence and enhance their professional development. (Language moved to revised Section C.5.3.1, Planning and Development)~~
- Maintain accreditation by the Commission on Accreditation for Law Enforcement Agencies as a Public Safety Training Academy and DOE to conduct all necessary training.
- Maintain accreditation by the American Council on Education.
- Maintain accreditation as an Institutional Academy by the South Carolina Criminal Justice Academy.
- *Manage and maintain Commission on Accreditation for Law Enforcement Agencies (CALEA) accreditation for the law enforcement and criminal investigations responsibilities and meet all CALEA requirements as directed by the Commission.*
- *Maintain site certification to conduct the National Training Center Basic Survey Course at the Savannah River Site. (Language moved from Section C.5.4.6)*

12. The title of Section C.5.4.1 is changed from "Support to the Office of Safeguards, Security and Emergency Services (OSSES)" to "Support for Site Programs".

13. The title of Section C.5.4.1.2 is changed from "Site Personnel Security Support" to "Site Personnel Security Program Support". In addition, the fifth bullet from the top in this section is revised to read as follows (with revised text in *italics*):

Site and facility access for site employees, contractors, and other DOE-SR-approved personnel in accordance with DOE M 470.4-1 and *DOE M 470;4-2*.

14. Section C.5.4.1.4, Foreign Ownership Control and Influence (FOCI) Program Support, is revised to read as follows (with revised text in *italics* and strikethroughs of deleted language):

C.5.4.1.4 Foreign Ownership Control and Influence (FOCI) Program Support

The Contractor shall provide expert technical and administrative support for the DOE-SR FOCI Program by: providing assistance in processing FOCI submission packages relating to DOE-SR contracts and other agreements; verifying data as required; returning incomplete or incorrect submission packages to the originator for correction; providing FOCI-oriented analyses on submissions and generating reports of these analyses; preparing draft transmittals, facility National Agency Checks, and other correspondence; coordinating with other agencies; processing responses from other agencies; and maintaining a *database to manage the FOCI process*. ~~All FOCI activities will comply with applicable DOE directives and be coordinated with DOE SR Office of Contracts Management and the Personnel Security functions within DOE SR OSSES.~~

15. Section C.5.4.1.5, Other Related Site Security Duties, is revised to read as follows (with revised text in *italics* and strikethroughs of deleted language):

C.5.4.1.5 Other Related Site Security Duties

- The Contractor shall provide expert technical and administrative support for the local Personnel Security Database ~~Terminated-Records-Image-Processing-Systems (TRIPS)~~; and DOE Integrated Safeguards Security Electronic Transmission (DISS/ET) Automated Information Systems. In addition, the Contractor shall: provide visitor control, badge issuance and contraband control; and provide property pass control.
- The Contractor shall plan, schedule, organize, and attend approved *security-related* meetings, working groups, committees, and symposia as required by *DOE-SR*.

- *The Contractor shall conduct security-related document, policy and action reviews; evaluative studies and analyses; and draft development of reports, correspondence, briefings, announcements, policies, and procedures.*
- The Contractor shall provide *security-related* technical analyses and recommendations pertaining to all aspects of the Operations Security Program and the Foreign Visits and Assignment Program to include:
 - *Supporting DOE technical assessments of SRS contractor programs*
 - ~~Assisting DOE-SR with self-assessments~~
 - Assisting in strategic planning activities for both programs identified above

16. The title of Section C.5.4.3 is changed from "Equipment and Facilities Maintenance" to "Facilities Maintenance". In addition, Section C.5.4.3 is revised to read as follows (with revised text in italics and strikethroughs of deleted language):

C.5.4.3 Facilities Maintenance

~~The Contractor shall be responsible for maintenance of all equipment assigned to or obtained by the Contractor. Additionally, the Contractor will maintain keys, locks and combinations to safes pertaining to protective force operations. Equipment must be maintained in a serviceable condition, in keeping with generally accepted practices for the particular type of equipment. Preventive maintenance must be conducted and records maintained. The program consists of conducting effective preventive maintenance and cost effective repairs for vehicles, watercraft, motorized equipment, a variety of firearms to include engagement simulation systems, trace explosive detection equipment, and a multi-frequency secure radio network consisting of portable, mobile, and fixed station radios. Qualified technicians and armorers are required to perform maintenance and repair services. Armorers must be DOE certified in accordance with DOE M 470.4-3. Technicians performing radio maintenance must meet the licensing or certification requirements of the Savannah River Radio Services Procedural Guide. Personnel maintaining engagement simulation systems that perform adjustments to laser transmitters must meet the qualification requirements of DOE M 470.4-3.~~ (Language moved to revised Section C.5.5.6, Equipment Maintenance and Logistical Support)

The Contractor will not normally be responsible for "landlord" type maintenance to the buildings it occupies. Buildings include all permanent structures including security fences. These landlord maintenance activities shall be *defined and agreed upon* between the Contractor and the applicable site contractor(s) *in accordance with the SR Interface Management Plan* and approved by DOE. The Contractor

shall provide the appropriate staff to report, coordinate, and track all maintenance items in buildings occupied or utilized by Contractor personnel in order to ensure the buildings remain safe and habitable. However, maintenance not provided by the landlord operating contractor shall be obtained from other sources. The Contractor shall be responsible to ensure that all Government property both real and personal, whether furnished by the Government or obtained by the Contractor, is maintained in accordance with commonly accepted industrial standards or as specified by DOE through written instructions.

17. Section C.5.4.4, Security Planning and analysis Program, is revised to read as follows (with revised text in *italics*):

C.5.4.4 Security Planning and Analysis Program

The Contractor shall provide a professional security staff responsible for security planning and analysis functions that ensure cost-effective protection strategies are developed and maintained for all DOE security interests at the Savannah River Site in accordance with DOE M 470.4-1. These functions include: management and participation in the Site Safeguards and Security Planning Program; management of all protective force staffing requirements and force authorizations; allocation of protective force members to include assignments/reassignments; development of an annual staffing plan; development of protective force contingency response plans, security orders, post orders and emergency security operations procedures; identification of compensatory measures; management of all protective force deviations to DOE *directives* requirements; identification of vulnerabilities and deficiencies in physical security systems, programs and operating designs; development of special purpose performance tests to validate planning assumptions; research and analysis of new technology; conduct of Operational Readiness Reviews; and development of the Contractor's strategic plan.

General and specific orders, details, procedures and other instructions generated by the Contractor or as directed by the Contracting Officer, shall be in accordance with the most recent version of DOE M 470.4-3, to inform protective force personnel of the nature of their duties and to guide them in the successful performances thereof. These instructions will also include policies and procedures to be followed in emergency situations. These instructions shall be based upon DOE directives or other written DOE guidance. DOE reserves the right to approve these instructions upon specific request. All General, Post and Emergency Orders shall be reviewed by the Contractor every six months at a minimum to ensure the procedures are meaningful, accurate and current. The dates of such reviews and results shall be forwarded to DOE upon request.

(Language moved from original Section C.5.5.8, Post, General and Emergency Orders)

Appropriate DOE Orders, the DOE *Graded Security Protection Policy (formerly the Design Basis Threat)* and the Adversary Capabilities List will serve as the baseline planning documents for development of associated protection strategies. All planners assigned to this section shall be trained on the use of computerized vulnerability assessment programs such as the Joint Conflict and Tactical Simulation System, and meet applicable certifications as dictated by the DOE National Training Center. *Contractor* shall provide DOE with recommendations to enhance the overall security posture. These recommendations may include but are not limited to: proposed security upgrade projects; safeguards and security equipment capabilities/limitations; commercial security hardware applications; and emergency/routine protective force deployment.

18. Section C.5.4.6, Safeguards and Security Self-Assessment Program, is revised to read as follows (with strikethroughs of deleted language):

C.5.4.6 Safeguards and Security Self-Assessment Program

The Contractor shall maintain an effective Safeguards and Security Self-Assessment Program that complies with the requirements identified in DOE Manual 470.4-1 and local site requirements.

The Contractor shall maintain individuals that possess the qualifications, experience, and training sufficient to review and inspect the topical and sub-topical areas of DOE Form 480.1. These personnel will attend applicable courses provided by the National Training Center (NTC) for self-assessment team leaders and team members. ~~The Contractor shall maintain site certification to conduct the NTC Basic Survey Course at the Savannah River Site.~~ **(Language moved to revised Section C.5.3.4, Training Program Accreditation and Certification)**

19. The title of Section C.5.5.1 is changed from "Environmental Protection Program" to "Environment, Safety, Health and Quality Assurance". The requirements from Sections C.5.5.1, C.5.5.2, and C.5.5.5 have been consolidated into the revised Section C.5.5.1. The revised language for Section C.5.5.1 is as follows (with revised text in italics and strikethroughs of language deleted from the original Sections C.5.5.1, C.5.5.2, and C.5.5.5):

C.5.5.1 *Environment, Safety, Health and Quality Assurance*

The Contractor shall implement and conduct a comprehensive ESH&QA program that provides for the protection of workers, the public, and the environment in accordance with the clause in Section I, entitled "Integration of Environment, Safety and Health into Work Planning and Execution" and consistent with the overarching ESH&QA program implemented by the SR M&O Contractor. The Contractor shall include provisions for the protection of human health and safety and the environment in all activities for which it has contractual responsibilities. The Contractor shall implement and continuously improve the existing ESH&QA

program and shall conduct its activities in full compliance with DOE ESH&QA requirements. The Contractor shall also coordinate with the SR M&O Contractor for issues pertaining to site-wide ESH&QA matters.

The Contractor shall implement a comprehensive and integrated contractor assurance system in accordance with DOE Order 226.1A, Implementation of Department of Energy Oversight Policy. As part of its overall performance assurance program, the Contractor shall implement and maintain an Integrated Safety Management System (ISMS) for the Protective Force Security Services program that is consistent with the ISMS implemented and maintained by the SR M&O contractor. The Contractor shall submit and maintain an ISMS System Description document. Pending the initial issuance and approval of its ISMS program, the Contractor shall implement the existing ISMS program established by the predecessor contractor and documented in its ISMS Description Document. The Contractor shall provide support for any activity on site, as needed, in emergency situations.

The Contractor shall also provide ESH&QA support to others when directed by the CO. The Contractor shall immediately report to DOE any ESH&QA related issues arising with its adherence to the SR M&O contractor's overarching site-wide ESH&QA program which it cannot resolve with the SR M&O contractor.

The Contractor shall implement and maintain a set of requirements to ensure the protection of human health and safety and the environment. In the event the Contractor becomes out of compliance, appropriate action to protect human health and safety and the environment shall be taken until compliance is reestablished.

The Contractor shall work effectively with other site contractors, subcontractors, external regulators, and others to maintain and improve ESH&QA performance at SRS. The Contractor shall ensure ES&H excellence in subcontractor performance and flow-down of all applicable requirements to subcontractors. The Contractor shall consider ES&H past performance as an evaluation factor in the selection of subcontractors performing work in Government-owned or leased facilities.

The Contractor shall periodically evaluate its ESH&QA program for effectiveness by using both self and independent assessments, monitor ESH&QA performance continuously by the use of ES&H performance indicators, and affect continued ESH&QA improvement in a cost effective manner.

~~The Contractor shall provide a comprehensive Environmental Compliance and Pollution Prevention Program that ensures compliance with all applicable federal, state, and DOE environmental protection orders and the National Environmental~~

Policy Act. (Language deleted from original Section C.5.5.1, Environmental Protection Program)

~~The Contractor shall serve as liaison for U.S. Environmental Protection Agency Region IV, the South Carolina Department of Health and Environmental Control, and the Natural Resources Conservation Service; and conduct environmental monitoring through field sampling and analyses. (Language deleted from original Section C.5.5.1, Environmental Protection Program)~~

~~The Contractor shall provide a comprehensive safety program that encompasses occupational safety; physical fitness, firearms, and includes all security programs within this statement of work. The Contractor shall provide these programs to adequately protect employees from occupational safety and health hazards. (Language deleted from original Section C.5.5.2, Safety and Health Program)~~

~~The Contractor shall maintain or develop Occupational Safety and Health (OS&H) programs based on an Integrated Safety Management System (ISMS). The Contractor shall develop a safety program that is acceptable to DOE and in accordance with the contract clause entitled DEAR 952.223-71 Integration of Environment, Safety, and Health into Work Planning and Execution, (DEC 2000). DOE requirements include all OSHA standards plus additional safety features due to the unique DOE mission. (Language deleted from original Section C.5.5.2, Safety and Health Program)~~

~~Contractor shall develop and maintain a quality assurance program in accordance with DOE Order 414.1C as appropriate for security services which incorporates the concepts of Conduct of Operations, Contractor Assurance System Description, and the Integrated Safety Management System. The Contractor shall also develop and implement a Quality Improvement Program, which includes program/process benchmarking, team building training, employee recognition, and employee involvement in an employee quality improvement suggestion program. The Contractor shall develop and implement programs in accordance with DOE M-470.4.1, 4.2 and 4.3 Orders for Occurrence Reporting, Lessons Learned/Operating Experiences, Suspect/Counterfeit Items, Performance Indicators, Accident/Investigation of Incidents, and Deficiency Management. (Language deleted from original Section C.5.5.5, Quality Assurance)~~

20. Section C.5.5.2, Safety and Health Program, has been deleted, and these requirements have been consolidated into Section C.5.5.1, Environment, Safety, Health and Quality Assurance. Section C.5.5.2 is now "Reserved".

21. The third paragraph of Section C.5.5.3.2, Employee Management Programs, has been revised to read as follows (with revised text in *italics* and strikethroughs of deleted language):

The Contractor shall develop, implement, communicate, and administer an Employee Concerns Program (ECP) to encourage personnel to come forward, without fear of reprisal, with information they believe is evidence of unsafe, unlawful, fraudulent, or wasteful practices in accordance with DOE Order 221.1A. ~~The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of contract award that describes its ECP.~~ The Contractor's ECP shall *be implemented in accordance with the Section H Clause entitled Employee Concerns Program.* Additional responsibilities of the Employee Concerns Section shall include, but are not be limited to: administering the Affirmative Action Program, Equal Employment Opportunity Program, Family and Medical Leave Act, and Alternative Dispute Resolution Program to ensure compliance with state and federal laws, and to establish and maintain effective employee relations through uniform and equitable application of DOE *directives* and organization policies and procedures.

22. Section C.5.5.4, Public Information and External Affairs, is revised to read as follows (with revised text in italics):

C.5.5.4 Public Information and External Affairs

The Contractor shall provide a public affairs function that responds to national and local news media on matters relating to the Contractor's site-specific security mission, and national security as it applies to the Savannah River Site mission. The external communications material shall include news releases, statements, speeches, brochures, and community outreach initiatives. The Contractor shall: provide a corporate liaison with community leaders and civic organizations *to ensure that the SRS mission and Contractor's security function are adequately communicated within the site's surrounding communities; provide an interface with DOE-SR and their prime contractors to ensure a cohesive communications plan from SRS to external audiences; conduct employee morale activities that promote a cohesive environment of inclusion; and, develop policies and procedures that ensure the public information and internal communications function are conducted effectively, ethically and within applicable copyright laws.*

23. Section C.5.5.5, Quality Assurance, has been deleted, and these requirements have been consolidated into Section C.5.5.1, Environment, Safety, Health and Quality Assurance. Section C.5.5.5 is now "Reserved".

24. The title of Section C.5.5.6 is changed from "Logistics" to "Equipment Maintenance and Logistical Support". In addition, Section C.5.5.6 is revised to read as follows (with revised text in italics with strikethroughs of deleted language):

C.5.5.6 *Equipment Maintenance and Logistical Support*

The contractor shall develop, implement, and administer policies, programs, and procedures that provide for an effective *equipment maintenance and logistical support* program.

The Contractor shall be responsible for maintenance of all equipment assigned to or obtained by the Contractor. Equipment must be maintained in a serviceable condition, in keeping with generally accepted practices for the particular type of equipment. Preventive maintenance must be conducted and records maintained. The program consists of conducting effective preventive maintenance and cost-effective repairs for vehicles, watercraft, motorized equipment, a variety of firearms to include engagement simulation systems, trace explosive detection equipment, and a multi-frequency secure radio network consisting of portable, mobile, and fixed station radios. Qualified technicians and armorers are required to perform maintenance and repair services. Armorers must be DOE-certified in accordance with DOE M 470.4-3. Technicians performing radio maintenance must meet the licensing or certification requirements of the Savannah River Radio Services Procedural Guide. Personnel maintaining engagement simulation systems that perform adjustments to laser transmitters must meet the qualification requirements of DOE M 470.4-3. Additionally, the Contractor will maintain keys, locks and combinations to safes pertaining to protective force operations.
(Language moved from original Section C.5.4.3, Equipment and Facilities Maintenance)

The logistical support program provides internal support to the Contractor's operations and includes the following:

- *Maintenance of keys, locks and combinations to safes pertaining to protective force operations;*
- *Services for laundry, boot/shoe repair, and bottled water;*
- *Provide and maintain a supply facility maintaining uniforms, personal equipment, and other items in support of the protective force mission;*
- ~~*Provide logistics support for all assigned weapons;*~~
- *Develop, implement, and administer policies, programs, and procedures that ensure adequate controls of firearms and ammunition/explosives;*
- *Acquisition and accountability of authenticator matrix cards;*
- *Planning for and provision of telecommunications services to include telephone, facsimile, cellular, regional pagers, STU III, and others as may be requested;*
- *Sewing services to include uniform alterations, sewing of patches and name tags;*
- *General maintenance/repair and fabrication services;*
- *All planning for communications services;*

- ~~Perform electronics repair to include random selectors, Engagement Simulation System (ESS) equipment, trans friskers, and other equipment as directed; and,~~
- *Administrative support to effect compliance with requirements for capital asset management.*

25. Section C.5.5.7, Personal Property Management Program, is revised to read as follows (with revised text in italics):

C.5.5.7 Personal Property Management Program

The Contractor shall develop and execute a DOE-SR contracting officer approved, Personal Property Management System (PPMS) and protection program *to ensure adequate accountability controls for all Government property under this contract.* All requirements identified in the DOE O 580.1., 41 CFR 109, 41 CFR 101, and 41 CFR 102 will apply when developing the organization's PPMS. Due to the nature of this work a thorough knowledge of munitions list items and demilitarization techniques, as outlined in the Defense Demilitarization Manual, is also required. With respect to administrative duties, activities shall include establishing and maintaining an appropriate document control system, accurate inventory records and a historical record file system. With respect to *property management* support, the Contractor shall provide for the acquisition, accountability, and disposition of all Government property.

26. Section C.5.5.8, Post, General and Emergency Orders, has been deleted, and these requirements have been consolidated into Section C.5.4.4, Security Planning and Analysis Program.

27. Section C.6, INTERFACES WITH OTHER SITE USERS, is added as follows:

C.6 INTERFACES WITH OTHER SITE USERS

As part of the execution of this scope of work, the Contractor shall be required to interface with DOE, NNSA, DOE/NNSA contractors, visitors, and tenant entities engaged in onsite activities. As such, the Contractor will participate in the implementation of the Savannah River Interface Management Plan.

28. The dates after the titles of the two clauses in Section D are hereby removed.

29. Paragraph (d) of Clause G.1, CORRESPONDENCE PROCEDURES, is revised to read as follows (with revised text in italics):

(d) Contracting Officer's Address. The address is as follows:

Office of *Acquisition* Management
Contracting Officer

U. S. Department of Energy
Savannah River Operations Office
P.O. Box A
Aiken, SC 29802

30. Clause G.2, GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION, is revised to read as follows (with revised text in italics):

- (a) The Contractor shall use the following DOE *Contracting Officer* as the point of contact for all matters regarding this contract, except technical matters.

U.S. Department of Energy
Savannah River Operations Office
Attn: To be filled in at time of contract award
P.O. Box A
Aiken, SC 29802
Telephone Number: (803) 952-To be filled in at time of contract award

- (b) The designated paying office for direct payment of invoices under the Contract is:

Direct Mail Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
P.O. Box 4307
Oak Ridge, TN 37831

Express Courier Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
200 *Administration* Road
Oak Ridge, TN 37831

31. The first sentence of Clause H.3, DOE CONTRACT ADMINISTRATION AND OVERSIGHT, is revised to read as follows (with revised text in italics):

The *Protective Force* Security Services Contract at the SRS presents significant workscope, and makes it imperative that DOE has a focused approach for providing oversight of Contractor work.

32. Paragraph (a) of Clause H.8, EMPLOYEE COMPENSATION: PAY AND BENEFITS, is revised to read as follows (with revised text in italics):

- (a) Human Resources Compensation Plan. The Contractor shall submit within 30 days of Contract start date a Human Resources Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract. The Human Resources Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

33. Paragraph (e)(1) of Clause H.8, EMPLOYEE COMPENSATION: PAY AND BENEFITS, is revised to read as follows (with revised text in italics):

- (1) Incumbent Employees are the employees who are regular employees of Wackenhut Services Incorporated (WSI) as of the contract start date as defined in the contract.

34. Paragraph (e)(2) of Clause H.8, EMPLOYEE COMPENSATION: PAY AND BENEFITS, is revised to read as follows (with revised text in italics):

- (2) Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after the contract start date as defined in the contract. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

35. Clause H.11, OFFICE ESTABLISHMENT, is deleted from the Request for Proposals in its entirety. H.11 is now "Reserved".

36. Clause H.20, CONTRACTOR EMPLOYEE CHECKOUT, is revised to read as follows (with revised text in italics):

The Contractor must notify *DOE-SR* when an employee under this contract terminates employment with the company. The contractor is responsible for ensuring all government-issued equipment and property assigned to the departing employee has been recovered and that access to facilities and computer networks has been terminated. Government-issued equipment and property includes, but is not limited to, keys, office equipment, computer equipment (hardware and software), manuals and books, telecommunications equipment, corporate credit cards, calling cards, badges, uniforms, tools, and safety gear. A notification must be completed for each employee terminating.

37. Paragraphs (b) and (c) of Clause H.27, GOVERNMENT FURNISHED FACILITIES, PROPERTY AND EQUIPMENT, are revised to read as follows (with revised text in italics):

- (b) Government-owned property is identified in the document entitled Master Property Report dated 12/12/07. ~~This document is categorized as Unclassified Controlled Nuclear~~

Information (UNCI) and may be obtained by following the instructions in the section entitled "~~Requesting Sensitive Data~~" on the website at <http://www.emcbe.doe.gov/SRS>.

- (c) Within 60 days after contract *start date*, the contractor shall reconcile the property identified in paragraph (b) above with the incumbent contractor, if applicable, and create a new Master Property Report which is incorporated by reference into this contract. All future changes shall be managed through the Master Property Report in accordance with the applicable laws, regulations and DOE orders. Government-owned word processing equipment and computer terminals may be used for automated data management and commitment tracking functions.

38. The first paragraph of Clause H.41, COOPERATION WITH OTHER SITE CONTRACTORS, is deleted in its entirety. Clause H.41 is revised to read as follows:

H.41 COOPERATION WITH OTHER SITE CONTRACTORS

The Contractor shall cooperate in a timely manner with DOE and any DOE contractor performing work at the site, especially DOE prime contractors. Cooperation includes, but is not limited to, working together to resolve interface and work performance issues; establishing schedules to support accommodation of the work being performed under the other contract(s); establishing work groups; participating in meetings (including quarterly DOE/Contractor interface meetings); providing access to applicable technical and contract information and data, such as schedule and milestone data; discussing technical matters related to SRS; and providing access to Contractor facilities or areas. The Contractor shall ensure that its activities and support of the other prime contractors are fully coordinated with DOE and the other prime contractors.

The Contractor shall work with the SR M&O Contractor in the maintenance and execution of the SRS Interface Management Plan (IMP). The IMP is an Interface Management tool only and does not take precedence over the requirements identified herein.

The Contractor is not authorized to direct any DOE contractor, except as specified elsewhere in this contract or as directed by the CO. The CO has the authority to direct the Contractor to cease interference in the activities of other DOE contractors.

The Contractor shall immediately notify the CO if the Contractor's activities will interfere with any DOE contractor or if there is an interference or conflict with an DOE contractor in performance of the Contract's activities in support of DOE or another DOE contractor.

39. Clause H.49, EMPLOYEE CONCERNS PROGRAM, is revised to read as follows (with revised text in *italics*):

The Contractor shall submit an *implementation plan to the Contracting Officer* for approval within 90 days of contract *start date* that describes an Employee Concerns Program (ECP) that implements all programmatic requirements in the DOE Order 442.1A, and DOE Guide 442.1-1, Employee Concerns Program, and all superseding versions. Guidance for preparation of an ECP Plan is provided in Section J, Attachment I.

40. The following clauses are incorporated into Section H of the Request for Proposals:

H.50 STOP WORK AND SHUT DOWN AUTHORITY - ENVIRONMENT, SAFETY AND HEALTH

(a) Definition: Stop Work - The suspension of a specific activity or activities by the CO or authorized designee based upon the determination or observation of conditions which are immediately dangerous to the life or health of the workers, the public, or the environment or for any other reason determined to be in the best interests of the Government from an ES&H perspective. Stop-Work Orders for non-ES&H reasons shall be in accordance with the Contract Clause contained in *Section I* entitled, FAR 52.242-15 Stop-Work - Alternate I (APR 1984).

(b) The CO, or authorized designee, may at any time during the performance of this contract issue a stop-work order and shutdown facility operations or stop work on specific activities of the Contractor or any Subcontractor, in accordance with the following:

(1) The CO shall notify the Contractor, in writing, of any noncompliance with applicable ES&H requirements which come to the attention of the CO. After receipt of such notice, the Contractor shall immediately take corrective action, consistent with the work authorization provisions of the Contract Clause in Section H entitled, Technical Direction. In the event that the Contractor fails to take corrective action, the CO or authorized designee may, without prejudice to any other legal or contractual rights of DOE, issue a written order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the CO in accordance with applicable DOE Directives, if any. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(2) If at any time during performance of the contract work, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the health or safety of individuals or the environment, the CO or authorized designees may, without prejudice to any other legal or contractual rights of DOE, issue a verbal order, to be immediately confirmed in writing before departing the incident site, stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the CO in accordance with applicable DOE Directives, if any. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(c) Duly appointed DOE Facility Representatives and Contracting Officer Representatives are authorized designees of the CO for the purposes set forth in this clause. Other authorized designees shall be approved through the process described in the Contract Clause in Section H entitled, Technical Direction.

(d) The Contractor shall include this clause, modified appropriately to include Contractor Representatives, in all subcontracts containing the Contract Clause entitled, DEAR 970.5204-2 "Laws, Regulations, and DOE Directives."

H.51 SET OF APPLICABLE REQUIREMENTS

Pursuant to the clause in Section I entitled, DEAR 970.5204-2 "Laws, Regulations, and DOE Directives," the Contractor shall adhere to the ES&H requirements compliance process delineated in the Standards/Requirements Identification Document (S/RID). For requirements other than ES&H, the contractor shall adhere to the existing DOE directive requirements that are the basis for established procedures and programs until authorized approvals are obtained to deviate from established requirements. The S/RID approved by DOE at time of award, and superseding versions thereof, are hereby incorporated by reference.

The Contracting Officer, or designated representative, may, from time to time via issuance of a Contract Administration Notice (CAN) or other means, revise the ES&H requirements and non-ES&H requirements (i.e., List B as referred to in the Section I clause). Revision to List B shall be processed by the Contractor in accordance with the processes set forth by DOE.

H.52 ENVIRONMENT, SAFETY, AND HEALTH (ES&H)

- (a) The Contractor shall comply with the existing System Description Document created by the predecessor contractor in accordance with the Section I Clause titled "Integration ES&H into Work Planning and Execution." The Contractor shall submit an update to the existing Integrated Safety Management System (ISMS) Description Document within 120 days of contract award and thereafter each year on September 1, for the following fiscal year. Any changes to the ISMS Description Document after the CO's or designee's initial approval, shall be approved by the CO or designee.
- (b) The Contractor shall submit a Worker Safety and Health Plan compliant with the requirements of 10CFR 851 sixty days after the start of transition for approval by DOE.

41. The following has been moved from Section C to Section H in its entirety.

H.53 TRANSITION ACTIVITIES

- (a) During the transition period, as specified in the clause in Section F entitled "Period of Performance," the Contractor shall perform those activities that are necessary to transition work from the incumbent contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel and logistical support (office space, computers, telephone, etc.) during the transition period, unless specifically directed otherwise by the Contracting Officer.
- (b) The Contractor shall submit a transition plan and budget to the Contracting Officer for approval within 5 working days after award of the contract. The plan shall include a schedule of major activities, and address as a minimum:
- Communication process among DOE, the incumbent SRS Contractor, assigned subcontractors, incumbent employees, other SRS contractors, and site tenants;
 - Identification of key transition issues and milestones;
 - Identification of a transition team (inclusive of consultants and teaming members, if any);
 - Integration of work packages (direct and indirect) and budgets from incumbent contractors;
 - Approach to minimizing impacts on continuity of operations;
 - Dispute Resolution;
 - Assumption of protective force operations;
 - Human resource management;
 - Implementation of existing or proposed management and operating systems (e.g., Project Management, Integrated Safety Management Operating Procedures, General Electronic Data Processing, Budget and Planning, Purchasing Material, Compensation, Labor/Payroll, Indirect and Direct Costs, Property Management, Billing and Estimating);
 - A cost breakdown sufficient to support the proposed transition budget;
 - Development of all interface control documents;
 - Assumption of permits, applications, licenses, and other regulatory documents;
- (c) The Contractor shall submit within 60 days after contract start date a final report of the names of Incumbent Employees to be hired under this Contract.
- (d) After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing

that it is ready to assume full responsibility for the work. The Contractor shall assume full responsibility for the work upon the date specified in writing by the Contracting Officer.

42. The following clauses are incorporated by reference into Section I of the Request for Proposals by reference:

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) – ALTERNATE I (APR 1984)

43. The following clause is deleted and replaced with “Reserved” at I.84:

DEAR 952.204-76 Conditional Payment of Fee or Profit—Safeguarding Restricted Data and Other Classified Information (JAN 2004).

44. The chart in Section L.2(c) showing the proposal submission requirements is revised to read as follows (with revised text in *italics*):

Proposal Volume — Title	Copies Required
Volume I - Offer and Other Documents	3 original, <i>7 copies</i> and 7 CD-ROM
Volume II - Technical Proposal	1 original, <i>15 copies</i> and 10 CD-ROM
Volume III – Cost and Fee Proposal	1 original, <i>7 copies</i> and 10 CD-ROM

45. Section L.2(e) is revised to read as follows (with revised text in *italics*):

- (e) Page Count Exceptions. Every page of the Volume II – Technical Proposal shall be counted towards the page limitation, including attachments, appendices and annexes except for the Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Key Personnel Resumes, Letters of Commitment, Reference Information *Form* for Past Performance, and *ESH&QA Past Performance Form*. *Past Performance Evaluation Forms* are submitted by the references separately and thus are not included in the Volume II page limitation.

46. The first paragraph in Section L.3(n) is revised to read as follows (with revised text in *italics*):

- (n) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide a summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes. *The benefit to the government, if any, shall be explained for each*

deviation/exception taken.

47. The last two paragraphs in Factor 3, Technical Approach in Section L.4(d) are revised to read as follows (with revised text in italics and strikethroughs of deleted language):

Offerors shall describe their approach to providing technical support for DOE-SR personnel security activities and for site security programs. This shall also include the Offeror's ability to implement and comply with all applicable directives that govern the protection of classified information, computer security, Operations Security (OPSEC), technical security countermeasures, export control, general site access, telecommunications and other employee workplace regulations and policies. Offerors shall describe their approach for specific site security support and its program for security planning and analysis. Offerors shall describe how they will implement and maintain Performance Testing, *Security Planning and Analysis*, and Safeguards and Security Self-Assessment (S&SSA) Programs as they relate to all applicable SOW activities. ~~An Offeror shall discuss its approach to implementing a property management program.~~

Offerors shall describe their approach to executing administrative and other support functions. Specifically, Offerors shall discuss how human resources, budget, administrative and logistical functions will be implemented to support overall protective force operations. Offerors shall describe Environment, Safety, and Health and Integrated Safety Management (ISM) programs that will comply with Departmental requirements and protect workers, the public, SRS facilities, and the environment. These programs shall also demonstrate how the Offeror will maintain compliance with ISO 14001; achieve and maintain waste reduction and pollution *prevention goals*; implement and maintain all environmental protection policies and procedures; and ensure that all environmental management standards, objectives and targets are communicated to all employees, stakeholders and the surrounding communities. *The Offeror shall also describe how it will administer a Human Reliability Program.*

48. The title of Technical Evaluation Factor 2 in Section L.4(c) is changed from "Corporate Experience" to "Relevant Experience".

49. Section L.5(e) is revised to read as follows (with revised text in italics):

- (e) Table L.2 identifies the current allocation of prescribed and non-prescribed positions for Protective Force functions *and support positions. Non-prescriptive and support positions are shown for information purposes.* Offerors will not have flexibility to reassign the prescribed positions to other sections of the SOW from those shown in Table L.2. However, Offerors will have flexibility to allocate the non-prescribed Protective Force positions to other sections of the SOW from those shown in Table L.2 as they deem appropriate. Also for informational

purposes, Attachment L-5 provides the current breakdown of the 191 non-prescribed Protective Force positions by labor category. Additionally, there are 219 support positions currently performing the following required activities as described in the Statement of Work:

- Maintenance of ground vehicles, helicopters, weapons, target systems, radios, range towers and loudspeakers
- Maintenance of Central Alarm Stations
- Control, distribution (movement) and storage of ammunition and explosives
- Explosive Ordnance Disposal team
- Environmental, Safety, Health and *Quality Assurance* functions
- Performance Testing and Quality Control.
- Public Affairs and information release to the media
- Project Management Control of Construction
- Locksmith services
- Protective Force training both weapons and tactical
- Administrative functions such as Accounting, Contracting, Purchasing, Human Resources, Secretarial Support

For informational purposes, Attachment L-5 also provides the current breakdown of the 219 support positions by labor category. The Offeror has the flexibility to propose the number of non-Prescribed Protective Force and support positions. The information included in Attachment L-5 is a historical perspective. The Offeror may propose more or less resources than identified in Attachment L-5.

Table L.1—Proposed Costs for Prescribed Protective Force Staffing (\$M)

	Fiscal Year										TOTAL
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
SPOs* for Specified Areas	\$38.0	\$52.5	\$54.4	\$56.4	\$58.5	\$60.7	\$62.9	\$65.3	\$67.7	\$70.1	\$586.5

* Security Police Officer (SPO)

Note the amount for Fiscal Year 2010 reflects nine months and does not include the transition period.

Table L.2-Current Staffing for Protective Force and Support Personnel (for information purposes only)

<i>SOW Section</i>	<i>Prescribed Pro Force FTEs*</i>	<i>Description of Prescribed*</i>	<i>Non-Prescribed Pro Force FTEs**</i>	<i>Support Personnel FTEs**</i>
C.5.1.2 Protective Force	285	99 SPO I 137 SPO II 1 Commander	50	11

		1 Major 30 Lieutenants 1 Pro Force Security Manager 16 Sergeants		
C.5.1.3 Perimeter Protection			71	3
C.5.1.4 Command and Alarm Centers	33	13 SPO I 20 SPO I Specialty	14	
C.5.1.5 Law Enforcement and Criminal Investigations	16	16 SPO I Specialty	21	5
C.5.2.1 Special Response Team	121	105 SPO I 1 Commander 8 Sergeants 7 Lieutenants	7	3
C.5.2.2 Explosive Response			1	2
C.5.2.3 CBRT			1	
C.5.2.4 Aviation Operations	11	11 Pilots	3	1
C.5.2.5 Canine Operations	11	11 SPO I Specialty	1	1
C.5.2.6 Material Transportation Security			4	1
C.5.3 Training				50
C.5.4.1 Support for Site Programs			5	18
C.5.4.2 Contractor Security Compliance			4	12
C.5.4.3 Facilities Maintenance				2
C.5.4.4 Security Planning and Analysis Program			8	12
C.5.4.5 Performance Testing Program				8
C.5.4.6 Safeguards and Security Self-Assessment Program				1
C.5.4.7 Design/Engineering Services for Small Construction Projects				4
C.5.5 Program Support			1	85
TOTAL FTEs	477		191	219

*Offerors shall **not** cost out the prescribed personnel positions, but have flexibility in allocating the Non-prescribed Pro Force and the Support Personnel positions within the scope of work. FTE numbers include all senior management positions.

*** Specific position titles are in Section L, Attachment 5*

50. Section L.5(j)(5) is revised to read as follows (with revised text in italics):

1. Material, Equipment, Subcontracts, and Other Direct Costs: The cost information shall be supported with documentation that describes the methodology used to estimate the Material, Equipment, Subcontracts, and Other Direct Costs. The cost information shall be fully supported, traceable, and organized in a manner that facilitates review and indicate (1) what data are existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with the SOW), and (4) the basis for each cost element. Offerors should carefully review the Government provided services and materials specified in Section H Clauses H.27 "Government-Furnished Facilities, Property and Equipment" and H.28 "Government-Furnished Services". Each joint venture partner/LLC member/ subcontractor (\$20 million or more) shall provide a cost proposal following the same proposal preparation instructions as the prime contractor. These cost proposals shall be submitted following the instructions in Sections L.2(c) and L.6. *Section L, Attachment 5 provides historical Material, Equipment, Subcontracts, and Other Direct Costs for informational purposes.*

51. Section L.6(a) is revised to read as follows (with revised text in italics):

- (a) All envelopes, packages and/or boxes containing proposals shall be marked with the following notice:

**TO BE OPENED BY ADDRESSEE ONLY. THIS IS A PROPOSAL
SUBMITTED UNDER SOLICITATION NO. DE-RP30-08CC60025.**

Proposals sent via U.S. Mail or commercial couriers such as FedEx as well as hand carried proposals shall include the following additional markings:

FROM: [Offeror's Name]
[Offeror's Business Address]

TO: U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45202
Attn: Mr. Barry M. Page
Solicitation No.: DE-RP30-08CC60025
Due Date: *January 21, 2009, 2:00 p.m. EST*

52. On Page 1 of 4 of Attachment 3 to Section L, PAST PERFORMANCE EVALUATION FORM, "4 = Outstanding" is changed to "4 = Excellent".

53. Attachment 4 to Section L, REQUIRED COST TEMPLATES, has been revised to reflect the changes to Section C and identification of Transition Costs

54. Attachment 5 to Section L, HISTORICAL COST INFORMATION, has been revised update labor titles, revise overtime classifications, and provide additional historical information for Material, Equipment, Subcontracts, and Other Direct Costs.

55. The following are deleted from Attachment 7 to Section L, RESUME FORMAT:

- Social Security Number
- Date of Birth
- Place of Birth

56. The following revision is made to Attachment 9 to Section L, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM:

Delete: SDB targets will be evaluated under the Business Approach Factor, and will become part of the Contract under Section J, Attachment G.

Insert: SDB targets will become part of the Contract under Section J, Attachment G.

57. Attachment 10 to Section L, ENVIRONMENT, SAFETY, HEALTH, AND QUALITY ASSURANCE PAST PERFORMANCE FORM, is revised as follows:

ATTACHMENT 10 ENVIRONMENT, SAFETY, HEALTH, AND QUALITY ASSURANCE PAST PERFORMANCE FORM

(Minimum information required for the Offeror, its predecessor companies, parent or holding companies (if relevant), all teaming participants and any major subcontractors, unless not applicable. If not applicable, provide explanation as to why the requested information does not apply. If "zero," enter "0." The Offeror shall identify the size, scope and complexity for each contract under which an incident or event occurred)

Company Name:

Contract Title:

Contract Number:

Fiscal Year or Calendar Year	2003	2004	2005	2006	2007	2008 YTD
(1) Number of Workplace Fatalities (including subcontractors under your control) – <i>Provide specific details for each fatality</i>						
(2) Days, Away, Restricted, or Transferred (DART) Days Rate – <i>number of days per 200,000 hours worked.</i>						

<i>Provide explanation for any negative trends</i>						
(3) Days, Away, Restricted, or Transferred (DART) Case Rate – <i>number of cases per 200,000 hours worked.</i> <i>Provide explanation for any negative trends</i>						
(4) Total Recordable Case (TRC) Rate – <i>number of cases per 200,000 hours worked.</i> <i>Provide explanation for any negative trends</i>						
(5) Average Annual Worker Radiation Dose Equivalent (mrem) – <i>if applicable</i>						
(6) Cited Regulatory Violations (Environmental, Worker Safety, Quality Assurance, Security, etc.) – <i>number and total dollar amount of violations and penalties cited in enforcement actions; e.g., NRC, Price-Anderson, 10 CFR 824, Federal and/or State OSHA violations, and/or any other enforcement actions.</i>						

58. The following language is added as Section M.1(h):

- (h) Federal Law prohibits the award of a contract under a national security program to a company owned by an entity controlled by a foreign government unless the Secretary of Energy grants a waiver. In making this determination, the Government will consider the Offeror's Foreign Ownership, Control, or Influence (FOCI) submission required by the Section K-3 provision entitled "DEAR 952.204-73 Facility Clearance".

59. Section M.3, RELATIVE IMPORTANCE OF EVALUATION FACTORS, is revised to read as follows (with revised text in italics):

As described in M.4 below, the evaluation factors are as follows:

(a) Technical Evaluation Factors

- (1) Key Personnel
- (2) *Relevant* Experience
- (3) Technical Approach
- (4) Business Approach
- (5) Past Performance

(b) Cost/Price Evaluation Factor

In determining the best value to the Government, the ratings for the technical evaluation factors, when combined, will be considered significantly more important than the cost/price evaluation factor. The Key Personnel technical evaluation factor will be considered more important than the other four individual technical evaluation factors. The *Relevant* Experience, Technical Approach, and Business Approach technical evaluation factors are of equal importance. The Past Performance technical evaluation factor will be considered the least important technical evaluation factor.

60. The reference to Human Resources and Reliability program” in the last sentence of the last paragraph in Factor 3, Technical Approach in Section M.4(a) is revised to “Human Reliability Program”.